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JUN 30 2008

Elizabeth L. White  
CLERK OF THE MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION,  
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Thomas Irons, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

## PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. At all times relevant to this Complaint, the Defendant, TRINA S. HASTY, individually and dba: Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion; Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com; bestindoortanninglotion.com aka besttanning@yahoo.com; bestanning.com; Cheaper Lotions; and/or Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion (hereinafter TRINA), was an individual regularly engaged in the solicitation and sale of tanning lotions, oils and other products to consumers via the internet, among other means. Upon information and belief, TRINA resides in Marion County at 7475 East 16<sup>th</sup> Street, Indianapolis, Indiana 46219 and/or 1309 North Grant Avenue, Indianapolis, Indiana 46201.

3. At all times relevant to this Complaint, the Defendant, WENDY J. HASTY, individually and dba: Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion; Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com; bestindoortanninglotion.com aka besttanning@yahoo.com; bestanning.com; Cheaper Lotions; and Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion (hereinafter "WENDY"), was an individual regularly engaged in the solicitation and sale of tanning lotions, oils and other products to consumers via the internet, among other means. WENDY and TRINA are sisters. Upon information and belief, WENDY resides in Marion County at 334 North Grant Avenue, Indianapolis, Indiana 46201.

4. At all times relevant to this Complaint, the Defendant, VIRGINIA L. HOFFMAN, individually and dba: Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion; Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com; bestindoortanninglotion.com aka besttanning@yahoo.com; bestanning.com; Cheaper Lotions; and/or Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion (hereinafter VIRGINIA), was an individual regularly engaged in the solicitation and sale of tanning lotions, oils and other products to consumers via the internet, among other means. Upon information and belief, VIRGINIA resides in Marion County at 6564 Hi Vu Drive, Indianapolis, Indiana 46227.

5. At all times relevant to this Complaint, the Defendant, DANE A. LASTER, individually and dba: Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion; Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com; bestindoortanninglotion.com aka besttanning@yahoo.com; bestanning.com; Cheaper Lotions; and/or Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion (hereinafter DANE), was an individual regularly engaged in the solicitation and sale of tanning lotions, oils and other products to consumers via the internet, among other means. DANE is VIRGINIA's son. Upon information and belief, DANE resides in Marion County in Marion County at 6564 Hi Vu Drive, Indianapolis, Indiana 46227 and/or in Johnson County at 933 Beech Drive, Greenwood, Indianapolis, 46142.

6. When, in this Complaint, reference is made to any act of TRINA, WENDY, VIRGINIA or DANE (collectively referred to hereinafter as “Defendants”), such allegations shall be deemed to mean that the principals, agents, representatives, or employees of Defendants did or authorized such acts to be done while actively engaged in the management, direction, or control of the affairs of Defendants and while acting within the scope of their duties, employment, or agency.

### **FACTS**

#### **A. General Allegations**

7. On or about March 1998, VIRGINIA filed Articles of Incorporation with the Indiana Secretary of State’s Office to incorporate a business named Tan Mart, Inc. (“Tan Mart”).

8. Upon information and belief, Tan Mart was administratively dissolved on or about February 2002.

9. Upon information and belief, thereafter VIRGINIA, DANE, and Tan Mart aka tanmartinc.com, engaged in the solicitation and sales of tanning beds and lotions, among other activities, from locations that included the basement of a residence and then in 1996, from an office at 5347 Madison Avenue, Greenwood, Indiana.

10. Upon information and belief, in 1996 and thereafter, Tan Mart and tanmartinc.com appear to have morphed into and/or provided inventory to the internet sites identified above, including, but not limited to lotiontown.com, bestindoortanninglotion.com, bestanning.com, and paylesslotions.com.

11. Presently, the tanmartinc.com website solicits and sells tanning beds and the site has direct links to Defendants' bestindoortanninglotion.com, lotiontown.com, bestanning.com and paylesslotions.com websites.

12. Upon information and belief, other than Tan Mart, which was dissolved in 2002, Defendants have not filed any documents with the Indiana Secretary of State in connection with the formation or registration of any of the dba business entities identified above.

13. Upon information and belief, at all times relevant to this Complaint, Defendants have used, maintained and/or operated internet websites to represent, advertise, solicit and/or sell tanning lotions, oils and other products to consumers.

14. At all times relevant to this Complaint, consumers ordered and paid Defendants for Defendants' advertised products via the internet and Defendants' websites and Defendants thereafter immediately charged consumers' credit cards.

15. Despite payment by consumers to Defendants for tanning lotions, oils and other products, Defendants failed to deliver the items.

16. At all times relevant to this Complaint, Defendants' lotiontown.com website listed contact information including but not limited to, 390 North Madison Avenue, Suite #102, Greenwood, Indiana 46142 and 7915 South Emerson Avenue, Suite B #305, Indianapolis, Indiana 46231, with a telephone number for billing inquiries at (317) 786-2953.

17. At all times relevant to this Complaint Defendants' Lotion Town and Lotion Town Tanning represented to have had or have a "business address" of 390 North Madison Avenue, Suite 102, Greenwood, Indiana 46142 with a phone number listed as

(317) 882-1834. Upon information and belief, presently there is no signage or business in operation at that location.

18. At all times relevant to this Complaint, Defendants' bestindoortanninglotion.com website, like Defendants' lotiontown.com website, listed contact information as 390 North Madison Avenue, Suite #102, Greenwood, Indiana 46142 and more recently as Lotion Town, 7915 South Emerson Avenue, Suite B #305, Indianapolis, Indiana 46231, with a telephone for billing inquiries listing (317) 786-2953.

19. "Suite B #305" referred to in Defendants' lotiontown.com and bestindoortanninglotion.com websites is nothing more than mailbox #305 at UPS Store #3103, located at 7915 South Emerson Avenue, Indianapolis.

20. Since May 2007, mailbox #305 was leased to VIRGINIA for personal use.

21. At all times relevant to this Complaint, Defendants' bestanning.com website listed contact information as 5140 Madison Avenue #6, Indianapolis, Indiana 46227 with phone (317) 786-2953, a number also provided by the lotiontown.com website.

22. On or about April 2008, TRINA leased mailbox #104 at UPS Store #3103, located at 7915 South Emerson Avenue, Indianapolis, for personal reasons and provided an address on the application of 5140 Madison Avenue, Ste 6, Indianapolis, Indiana 46227, the same address provided by the bestanning.com website.

23. DANE is also authorized to use mailbox #104 at UPS Store #3103, located at 7915 South Emerson Avenue.

24. Upon information and belief, incoming mail to mailbox #104 at UPS Store #3103 has been addressed to "Best Indoor Tanning," among other names.

25. The phone number (317) 786-2953 is referred as a billing inquiry number on versions of both the lotiontown.com and bestanning.com websites.

26. At all times relevant to this Complaint, Defendants' paylesslotions.com website lists contact information as 973 North Shadeland Avenue, Suite 316, Indianapolis, Indiana 46219, with a phone number of 317-375-0899.

27. "Suite 316" referred to in the paylesslotions.com website is nothing more than mailbox #316 at UPS Store #2845, located at 973 North Shadeland Avenue, Indianapolis.

28. Since May 2007, mailbox #316 at UPS Store #2845 was leased to WENDY for "personal" use, with authorization also given to her sister, TRINA.

29. At all time relevant to this Complaint, Defendants' internet sites identified above are virtually identical in the goods and services offered, solicited, and represented to consumers.

30. At all times relevant to this Complaint, Defendants represented that they would "strive" to ship ordered items in one to two days, but that in no case would delivery be delayed more than thirty (30) days after payment was received. The consumer complaints referred to below reflect a complete failure on Defendants' part to deliver items that consumers paid for.

31. The Postal Inspector has recently received complaints against bestanning.com at 7915 South Emerson Avenue suite B#305, Indianapolis, including a complaint by a consumer from Middletown, Pennsylvania that arose from Defendants' failure to deliver products despite payment to Defendants.

32. A consumer internet site named Ripoff Report has recently received complaints regarding non-delivery of products against: Best Indoor Tanning aka Bestanning at 7915 South Emerson Avenue B#305 in Indianapolis, Indiana; Payless Lotions at 973 North Shadeland Avenue #316 in Indianapolis, Indiana; Tanning Products at 5140 Madison Avenue #6 in Indianapolis, Indiana; and lotiontown.com at 390 North Madison Avenue in Greenwood, Indiana.

33. The Better Business Bureau has received multiple consumer complaints regarding the non-delivery of products from Lotion town aka Cheaper Lotions aka lotiontown.com at 390 North Madison Avenue, Greenwood, Indiana; Best Indoor Tanning Lotion aka bestanning.com at 7915 South Emerson Avenue B#305, Indianapolis, Indiana; and Payless Lotions aka paylesslotions.com at 973 North Shadeland Avenue #316, Indianapolis, Indiana.

34. If the recent past is any indication, Plaintiff expects additional consumer complaints to be filed and will amend this Complaint to any additional consumers, as appropriate.

35. Defendants' use of multiple web sites and confusing and misleading contact information has made it exceedingly difficult for customers to seek and obtain redress for Defendants' failure to deliver ordered items.

36. Recent consumer complaints brought to the Office of the Attorney General's attention typically relate to an inability to reach Defendants and/or what appears to be an intentional failure to reply to customer calls and emails to Defendants.

37. Based on Defendants' advertising, solicitation and representations, consumers including, but not limited to the following consumers purchased tanning oils



and similar consumer items from the Defendants on or about the following dates and amounts, but never received the products:

a)	Mr. John Metzner Savage, Minnesota, October 14, 2007	\$68.98;
b)	Mr. Charles R. Hutchens Mooresville, Indiana, December 5, 2007	\$54.74;
c)	Mr. Michael J. Grzonka Gastonia, North Carolina, January 31, 2008	\$101.98;
d)	Ms. Gail Turner Helena, Alabama, February 22, 2008	\$116.94;
e)	Ms. Deborah Marie Knapp Summerville, South Carolina, March 10, 2008	\$50.00
f)	Ms. Rosemarie Paulk Lawrenceville, Georgia, March 13, 2008	\$62.98;
g)	Mr. Tex Ragan Oklahoma City, Oklahoma, March 25, 2008	\$37.75;
h)	Ms. Sara Rand Lake St. Louis, Missouri, March 26, 2008	\$38.33;
i)	Mr. Joshua Jackson Lakeland, Florida, May 5, 2008	\$50.00;
j)	Mr. Jack H Graff, Sr. New Albany, Indiana, May 21, 2008	\$70.35;
k)	Ms. Trudy Grimes Los Lunas, New Mexico, May 27, 2008	\$153.00; and
l)	Ms. Maria A. Diez Fishers, Indiana, May 30, 2008	t/b/a
<b>TOTAL:</b>		<b>\$805.05</b>

38. At the times the Defendants solicited, advertised and/or made representations in connection with the delivery of items ordered and paid for by

consumers, they knew or should have known that the solicitations, advertisements and/or representations were misleading, deceptive, false and/or untrue.

39. At the times Defendants transacted with consumers, including those specifically identified above in paragraph 37, the Defendants made representations and solicitations they knew or should have known were misleading, deceptive, false and/or untrue.

40. As of today's date, the Defendants have yet to deliver items ordered and paid for by consumers or provide refunds to aggrieved consumers, including not limited to those identified in paragraph 37, above.

#### **COUNT I - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT**

41. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 40 above.

42. The transactions identified above, including those specifically identified in paragraph 37, are "consumer transactions" as defined by Ind. Code § 24-5-0.5-2(a)(1).

43. The Defendants are "suppliers" as defined by Ind. Code § 24-5-0.5-2(a)(3).

44. By representing expressly or by implication to consumers, including but not limited to the consumers identified in this Complaint above, that consumers would receive purchased items from the Defendants within thirty (30) days or within a reasonable period of time, when the Defendants knew or reasonably should have known the items would not be so delivered so as to complete the transaction within a stated or reasonable period of time, the Defendants violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

45. By representing that consumers, including, but not limited to, those identified in this Complaint above, would be able to purchase items or products solicited, advertised and/or represented by the Defendants, including but not limited to those items or products identified and referenced herein, when the Defendants did not intend to sell or otherwise provide the items or products, the Defendants violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(11).

**COUNT II – KNOWING AND INTENTIONAL VIOLATIONS OF  
THE DECEPTIVE CONSUMER SALES ACT**

46. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 45 above.

47. The misrepresentations and deceptive acts set forth above were committed by the Defendants with knowledge and intent to deceive.

**RELIEF**

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants, TRINA S. HASTY, WENDY J. HASTY, VIRGINIA L. HOFFMAN, DANE A. LASTER, individually and dba: Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion; Best Indoor Tanning Lotion aka Best Tanning Lotion aka bestanninglotion@yahoo.com; bestindoortanninglotion.com aka besttanning@yahoo.com; bestanning.com; Cheaper Lotions; and/or Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion, enjoining the Defendants from the following:

- a. representing, expressly or by implication, the Defendants are able to deliver or complete the subject of a consumer transaction within a

reasonable period of time, when the Defendants know or reasonably should know they cannot; and

- b. representing expressly or by implication, consumers will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

- a. cancellation of any and all unlawful consumer transactions and/or contracts, including but not limited to those consumer transactions and/or contracts entered into with those persons identified in this Complaint above, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution for money unlawfully received from aggrieved consumers, including, but not limited to the persons identified in this Complaint above, pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- c. costs pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- d. on Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;
- e. on Count II of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the

Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars

(\$500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER  
Indiana Attorney General  
Atty. No. 4150-64

By:



Thomas Irons  
Deputy Attorney General  
Atty. No. 19822-49

Office of the Attorney General  
Consumer Protection Division  
302 West Washington St., IGCS 5<sup>th</sup> Floor  
Indianapolis, IN 46204  
Telephone: (317) 233-9923

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